

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF INDIANA  
SOUTH BEND DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	CAUSE NO. 3:05-CV-00576AS
	)	
	)	
KENROCK, INC., JOHN DOE, and FRANK LISA,	)	
Jointly and Severally,	)	
	)	
Defendants.	)	
_____	)	

**CONSENT DECREE**

WHEREAS, the Plaintiff, the United States of America, on behalf of the U.S. Army Corps of Engineers ("Corps"), filed the Complaint herein against Defendants Kenrock, Inc. and Frank Lisa (collectively, "Defendants"), alleging that Defendants violated Section 301(a) of the Clean Water Act ("CWA"), 33 U.S.C. § 1311(a);

WHEREAS, the Complaint alleges that Defendants violated CWA Section 301(a) by discharging dredged or fill material and/or controlling and directing the discharge of dredged or fill material into waters of the United States at wetlands adjacent to Simonton Lake on property off of County Road 11 located in Elkhart, Indiana (the "Site") and more fully described in the Complaint, without authorization by the Corps;

WHEREAS, the Complaint seeks (1) to enjoin the discharge of pollutants into waters of the United States in violation of CWA Section 301(a), 33 U.S.C. § 1311(a); (2) to require Defendants, at their own expense and at the direction of the Corps, to restore and/or mitigate the damages caused by their unlawful activities; and (3) to require Defendants to pay civil penalties as provided in 33 U.S.C. § 1319(d);

WHEREAS, this Consent Decree is intended to constitute a complete and final settlement of the United States' claims under the CWA set forth in the Complaint regarding the Site;

WHEREAS, the United States and Defendants agree that settlement of this case is in the public interest and that entry of this Consent Decree is the most appropriate means of resolving the United States' claims under the CWA against Defendants in this case; and

WHEREAS, the Court finds that this Consent Decree is a reasonable and fair settlement of the United States' claims against Defendants in this case, and that this Consent Decree adequately protects the public interest in accordance with the CWA and all other applicable federal law.

THEREFORE, before the taking of any testimony upon the pleadings, without further adjudication of any issue of fact or law, and upon consent of the parties hereto by their authorized representatives, it is hereby ORDERED, ADJUDGED and DECREED as follows:

#### I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of these actions and over the parties pursuant to 28 U.S.C. §§ 1331, 1345, and 1355, and Section 309(b) of the CWA, 33 U.S.C. § 1319(b).

2. Venue is proper in the Northern District of Indiana pursuant to CWA Section 309(b), 33 U.S.C. § 1319(b), and 28 U.S.C. §§ 1391(b) and (c), because the subject property is located in this District, and the causes of action alleged herein arose in this District.

3. The Complaint states claims upon which relief can be granted pursuant to Sections 301, 309 and 404 of the CWA, 33 U.S.C. §§ 1311, 1319 and 1344.

## II. APPLICABILITY

4. The obligations of this Consent Decree shall apply to and be binding upon Defendants, their officers, directors, agents, employees and servants, and their successors and assigns and any person, firm, association or corporation who is, or will be, acting in concert or participation with any of the Defendants whether or not such person has notice of this Consent Decree. In any action to enforce this Consent Decree against a Defendant, the Defendant shall not raise as a defense the failure of any of its officers, directors, agents, employees, successors or assigns or any person, firm or corporation acting in concert or participation with the Defendant, to take any actions necessary to comply with the provisions hereof.

5. The transfer of ownership or other interest in the "Restoration Site," (as described in Appendix 1(September 27, 2006 letter from Engineering & Technical Services to Attorney Studer, with attachment) appended hereto and incorporated herein by reference) shall not alter or relieve Defendants of their obligation to comply with all of the terms of this Consent Decree. At least fifteen (15) days prior to the transfer of ownership or other interest in the Restoration Site, the party making such transfer shall provide written notice and a true copy of this Consent Decree to its successors in interest and shall simultaneously notify the Corps and the United States Department of Justice at

the addresses specified in Section X below that such notice has been given. As a condition to any such transfer, the Defendant making the transfer shall reserve all rights necessary to comply with the terms of this Consent Decree.

### III. SCOPE OF CONSENT DECREE

6. This Consent Decree shall constitute a complete and final settlement of all civil claims for injunctive relief and civil penalties alleged in the Complaint against the Defendants under CWA Section 301 concerning the Site.

7. It is the express purpose of the parties in entering this Consent Decree to further the objectives set forth in CWA Section 101, 33 U.S.C. § 1251. All plans, studies, construction, remedial maintenance, monitoring programs, and other obligations in this Consent Decree or resulting from the activities required by this Consent Decree shall have the objective of causing Defendants to achieve and maintain full compliance with, and to further the purposes of, the CWA.

8. Defendants' obligations under this Consent Decree are joint and several.

9. Except as in accordance with this Consent Decree, Defendants and Defendants' agents, successors and assigns are enjoined from discharging any pollutant into waters of the United States, unless such discharge complies with the provisions of the CWA and its implementing regulations.

11. This Consent Decree is not and shall not be interpreted to be a permit or modification of any existing permit issued pursuant to Sections 402 or 404 of the CWA, 33 U.S.C. §§ 1342 or 1344, or any other law. Nothing in this Consent Decree shall limit the ability of the United States Army Corps of Engineers to issue, modify, suspend, revoke or deny any individual permit or any nationwide or regional general permit, nor

shall this Consent Decree limit the Corps' ability to exercise its authority pursuant to Section 404(c) of the CWA, 33 U.S.C. § 1344(c).

12. This Consent Decree in no way affects or relieves Defendants of their responsibility to comply with any applicable federal, state, or local law, regulation or permit.

13. This Consent Decree in no way affects the rights of the United States as against any person not a party to this Consent Decree.

14. The United States reserves any and all legal and equitable remedies available to enforce the provisions of this Consent Decree and applicable law.

15. Except for paragraphs 1 through 3 above, nothing in this Consent Decree shall constitute an admission of fact or law by any party.

#### IV. SPECIFIC PROVISIONS

##### CIVIL PENALTIES

16. Defendants shall pay a civil penalty to the United States in the amount of Eight Thousand Dollars (\$8,000.00), within 30 days of entry of this Consent Decree.

17. Defendants shall make the above-referenced payment by delivering to AUSA Clifford D. Johnson (at the address provided in paragraph 43) a certified check made payable to the U.S. Department of Justice, referencing USAO file number 2005V00511, Detroit District and the DOJ case number (90-5-1-1-17662). Any payments received by the Department of Justice after 4:00 P.M. (Eastern Time) will be credited on the next business day.

18. Upon payment of the civil penalty required by this Consent Decree, Defendants shall provide written notice, at the addresses specified in Section X of this Consent Decree, that such payment was made in accordance with Paragraph 17.

19. Civil penalty payments pursuant to this Consent Decree (including stipulated penalty payments under Section IX) are penalties within the meaning of Section 162(f) of the Internal Revenue Code, 26 U.S.C. § 162(f), or of 26 C.F.R. § 1.162-21 and are not tax deductible expenditures for purposes of federal law.

#### RESTORATION, MITIGATION AND PRESERVATION

20. Defendants shall perform the restoration project under the terms and conditions stated in Appendix 1 appended hereto and incorporated herein by reference.

21. Upon completion of the terms and conditions of Appendix 1, Defendants shall not mow, cut, clear, cultivate, dredge, excavate, farm, fill, water, drain or otherwise disturb in any manner whatsoever any location identified in Appendix 1, except as approved by the Army Corps of Engineers.

22. To ensure that all parcels of land identified in Appendix 1 remain undisturbed, Defendants shall, within thirty (30) days of entry of this Consent Decree, record a certified copy of this Consent Decree with the County Recorder's Office in Elkhart County, Indiana. Thereafter, each deed, title, or other instrument conveying an interest in any property identified in Appendix 1 shall contain a notice stating that the property is subject to this Consent Decree and shall reference the recorded location of the Consent Decree and any restrictions applicable to the property under this Consent Decree.

#### V. NOTICES AND OTHER SUBMISSIONS

23. Within 30 days after the deadline for completing any task set forth in Appendix 1 of this Consent Decree, Defendants shall provide the United States with

written notice, at the addresses specified in Section X of this Consent Decree, of whether or not that task has been completed.

24. As indicated in the letter dated December 19, 2006 which is attached hereto as Appendix 2, the required task has been completed.

25. [Reserved]

#### VI. RETENTION OF RECORDS AND RIGHT OF ENTRY

26. Until **three (3)** years after entry of this Consent Decree, Defendants shall preserve and retain all records and documents now in their possession or control or which come into their possession or control that relate in any manner to the performance of the tasks in Appendix 1, regardless of any corporate retention policy to the contrary. Until **three (3)** years after entry of this Consent Decree, Defendants shall also instruct their contractors and agents to preserve all documents, records, and information of whatever kind, nature or description relating to the performance of the tasks in Appendix 1.

27. At the conclusion of the document retention period, Defendants shall notify the United States at least 90 days prior to the destruction of any such records or documents, and, upon request by the United States, Defendants shall deliver any such records or documents to U. S. Army Corps of Engineers. The Defendants may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Defendants assert such a privilege, they shall provide the United States with the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document,

record, or information; and (6) the privilege asserted by Defendants. However, no documents, reports or other information created or generated pursuant to the requirements of the Consent Decree shall be withheld on the grounds that they are privileged.

28. A. Until termination of this Consent Decree, the United States and its authorized representatives and contractors shall have authority at all reasonable times to enter the Defendants' premises to:

- 1) Monitor the activities required by this Consent Decree;
- 2) Verify any data or information submitted to the United States;
- 3) Obtain samples;
- 4) Inspect and evaluate Defendants' restoration and/or mitigation activities; and
- 5) Inspect and review any records required to be kept under the terms and conditions of this Consent Decree and the CWA.

B. This provision of this Consent Decree is in addition to, and in no way limits or otherwise affects, the statutory authorities of the United States to conduct inspections, to require monitoring and to obtain information from the Defendants as authorized by law.

## VII. DISPUTE RESOLUTION

29. Any dispute that arises with respect to the meaning or requirements of this Consent Decree shall be, in the first instance, the subject of informal negotiations between the United States and Defendants affected by the dispute to attempt to resolve such dispute. The period for informal negotiations shall not extend beyond thirty (30) days beginning with written notice by one party to the other affected party or parties that a dispute exists, unless agreed to in writing by those parties. If a dispute between the



United States and Defendants cannot be resolved by informal negotiations, then the position advanced by the United States shall be considered binding unless, within fourteen (14) days after the end of the informal negotiations period, the Defendants file a motion with the Court seeking resolution of the dispute. The motion shall set forth the nature of the dispute and a proposal for its resolution. The United States shall have thirty (30) days to respond to the motion and propose an alternate resolution. In resolving any such dispute, the Defendants shall bear the burden of proving by a preponderance of the evidence that the United States' position is not in accordance with the objectives of this Consent Decree and the CWA, and that the Defendants' position will achieve compliance with the terms and conditions of this Consent Decree and the CWA.

30. If the United States believes that a dispute is not a good faith dispute, or that a delay would pose or increase a threat of harm to the public or the environment, it may move the Court for a resolution of the dispute prior to the expiration of the thirty (30) day period for informal negotiations. The Defendants shall have fourteen (14) days to respond to the motion and propose an alternate resolution. In resolving any such dispute, the Defendants shall bear the burden of proving by a preponderance of the evidence that the United States' position is not in accordance with the objectives of this Consent Decree, and that the Defendants' position will achieve compliance with the terms and conditions of this Consent Decree and the CWA.

31. The filing of a motion asking the Court to resolve a dispute shall not extend or postpone any obligation of Defendants under this Consent Decree, except as provided in Paragraph 39 below regarding payment of stipulated penalties.

#### VIII. FORCE MAJEURE

32. Defendants shall perform the actions required under this Decree within the time limits set forth or approved herein, unless the performance is prevented or delayed solely by events which constitute a Force Majeure event. A Force Majeure event is defined as any event arising from causes beyond the control of Defendants, including their employees, agents, consultants and contractors, which could not be overcome by due diligence and which delays or prevents the performance of an action required by this Consent Decree within the specified time period. A Force Majeure event does not include, inter alia, increased costs of performance, changed economic circumstances, changed labor relations, normal precipitation or climate events, changed circumstances arising out of the sale, lease or other transfer or conveyance of title or ownership or possession of a site, or failure to obtain federal, state or local permits.

33. If Defendants believe that a Force Majeure event has affected Defendants' ability to perform any action required under this Consent Decree, Defendants shall notify the United States in writing within seven (7) calendar days after the event at the addresses listed in Section X. Such notice shall include a discussion of the following:

- A. what action has been affected;
  - B. the specific cause(s) of the delay;
  - C. the length or estimated duration of the delay; and
  - D. any measures taken or planned by the Defendants to prevent or minimize the delay and a schedule for the implementation of such measures.
- Defendants may also provide to the United States any additional information that they deem appropriate to support their conclusion that a Force Majeure event has affected their ability to perform an action required under this Consent Decree. Failure to provide

timely and complete notification to the United States shall constitute a waiver of any claim of Force Majeure as to the event in question.

34. If the United States determines that the conditions constitute a Force Majeure event, then the deadline for the affected action shall be extended by the amount of time of the delay caused by the Force Majeure event. Defendants shall coordinate with the Corps to determine when to begin or resume the operations that had been affected by any Force Majeure event.

35. If the parties are unable to agree whether the conditions constitute a Force Majeure event, or whether the length of time for fulfilling the provision of the Consent Decree at issue should be extended, any party may seek a resolution of the dispute under the procedures in Section VII of this Consent Decree.

36. Defendants shall bear the burden of proving (1) that the noncompliance at issue was caused by circumstances entirely beyond the control of Defendants and any entity controlled by Defendants, including their contractors and consultants; (2) that Defendants or any entity controlled by Defendants could not have foreseen and prevented such noncompliance; and (3) the number of days of noncompliance that were caused by such circumstances.

#### IX. STIPULATED PENALTIES

37. After entry of this Consent Decree, if Defendants fail to timely fulfill any requirement of the Consent Decree (including Appendix 1), the Defendants shall pay a stipulated penalty to the United States for each violation of each requirement of this Consent Decree as follows:

A. For Day 1 up to and including \$1000.00 per day

Day 30 of non-compliance

- |    |  |                    |
|----|--|--------------------|
| B. | For Day 31 up to and including<br>60 of non-compliance | \$2,000.00 per day |
| C. | For Day 61 and beyond<br>of non-compliance             | \$3,000.00 per day |

Such payments shall be made without demand by the United States on or before the last day of the month following the month in which the stipulated penalty accrued.

38. Any disputes concerning the amount of stipulated penalties, or the underlying violation that gives rise to the stipulated penalties, that cannot be resolved by the parties pursuant to the Dispute Resolution provisions in Section VII and/or the Force Majeure provisions in Section VIII shall be resolved upon motion to this Court as provided in Paragraphs 29 and 30.

39. The filing of a motion requesting that the Court resolve a dispute shall stay Defendants' obligation to pay any stipulated penalties with respect to the disputed matter pending resolution of the dispute. Notwithstanding the stay of payment, stipulated penalties shall continue to accrue from the first day of any failure or refusal to comply with any term or condition of this Consent Decree. In the event that Defendants do not prevail on the disputed issue, stipulated penalties shall be paid by Defendants as provided in this Section.

40. To the extent Defendants demonstrate to the Court that a delay or other non-compliance was due to a Force Majeure event (as defined in Paragraph 32 above) or otherwise prevail on the disputed issue, the Court shall excuse the stipulated penalties for that delay or non-compliance.

41. In the event that a stipulated penalty payment is applicable and not made on time, interest will be charged in accordance with the statutory judgment interest rate

provided for in 28 U.S.C. § 1961. The interest shall be computed daily from the time the payment is due until the date the payment is made. The interest shall also be compounded annually.

42. Defendants shall make any payment of a stipulated penalty payment by delivering to AUSA Clifford D. Johnson (at the address provided in paragraph 43) a certified check made payable to the U.S. Department of Justice, referencing USAO file number 2005V00511, Detroit District and the DOJ case number (90-5-1-1-17662). Any payments received by the Department of Justice after 4:00 P.M. (Eastern Time) will be credited on the next business day. Further, upon payment of any stipulated penalties, Defendants shall provide written notice, at the addresses specified in Section X of this Decree.

X. ADDRESSES

43. All notices and communications required under this Consent Decree shall be made to the parties through each of the following persons and addresses:

A. TO THE UNITED STATES DEPARTMENT OF JUSTICE

Clifford D. Johnson  
Assistant United States Attorney  
United States Attorney's Office  
204 S. Main Street  
M01 Robert A. Grant Federal Building  
South Bend, IN 46601-2191

B. TO THE CORPS:

U.S. Corps of Engineers  
Engineering & Technical Services  
Regulatory Office  
P.O. Box 1027  
Detroit, MI 48231-1027

C. TO File No. 93-120-004-2 DEFENDANTS:

Frank Lisa  
51946 CR 109  
Elkhart, IN 46514

Kenrock, Inc.  
702 Modress Blvd.  
Elkhart, IN 46514

Stephen Studer  
Counsel for Defendants  
PLEWS, SHADLEY, RACHER & BRAUN, LLP  
53732 Generations Drive  
South Bend, IN 46635

XI. COSTS OF SUIT

44. Each party to this Consent Decree shall bear its own costs and attorneys' fees in this action. Should Defendants subsequently be determined by the Court to have violated the terms or conditions of this Consent Decree, Defendants shall be liable for any costs or attorneys' fees incurred by the United States in any action against Defendants for noncompliance with or enforcement of this Consent Decree.

XII. PUBLIC COMMENT

45. The parties acknowledge that after the lodging and before the entry of this Consent Decree, final approval by the United States is subject to the requirements of 28 C.F.R. § 50.7, which provides for public notice and comment. The United States reserves the right to withhold or withdraw its consent to the entry of this Consent Decree if the comments received disclose facts which lead the United States to conclude that the proposed judgment is inappropriate, improper, or inadequate. The Defendants agree not to withdraw from, oppose entry of, or to challenge any provision of this Consent Decree, unless the United States has notified the Defendants in writing that it no longer supports entry of the Consent Decree.

XIII. CONTINUING JURISDICTION OF THE COURT

46. This Court shall retain jurisdiction over this action in order to enforce or modify the Consent Decree consistent with applicable law or to resolve all disputes arising hereunder as may be necessary or appropriate for construction or execution of this Consent Decree. During the pendency of the Consent Decree, any party may apply to the Court for any relief necessary to construe and effectuate the Consent Decree.

XIV. MODIFICATION

47. Upon its entry by the Court, this Consent Decree shall have the force and effect of a final judgment. Any modification of this Consent Decree shall be in writing, and shall not take effect unless signed by both the United States and the Defendants and approved by the Court, unless the modification is considered minor or not significant by both the United States and the Defendants.

#### XV. TERMINATION

48. This Consent Decree may be terminated by either of the following:

A. Defendants and the United States may at any time make a joint motion to the Court for termination of this Decree or any portion of it; or

B. Defendants may make a unilateral motion to the Court to terminate this Decree after each of the following has occurred:

1. Defendants have obtained and maintained compliance with all provisions of this Consent Decree and the CWA for twelve (12) consecutive months;
2. Defendants have paid all penalties and other monetary obligations hereunder and no penalties or other monetary obligations are outstanding or owed to the United States;
3. Defendant's have certified compliance pursuant to subparagraphs 1 and 2 above to the Court and all Parties; and
4. within forty-five (45) days of receiving such certification from the Defendants, the Corps has not contested in writing that such compliance has been achieved. If the Corps disputes Defendant's full compliance, this Consent Decree shall remain in effect pending resolution of the dispute by the Parties or the Court.



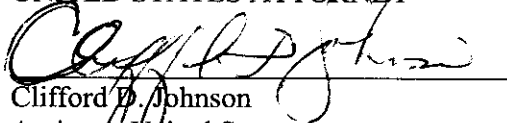
IT IS SO ORDERED.

Dated and entered this \_\_\_\_\_ day of \_\_\_\_\_ 2007.

\_\_\_\_\_  
JUDGE  
NORTHERN DISTRICT OF INDIANA


ON BEHALF OF THE UNITED STATES:

JOSEPH S. VAN BOKKELEN  
UNITED STATES ATTORNEY

  
Clifford D. Johnson  
Assistant United States Attorney  
United States Attorney's Office  
M01 Robert A. Grant Federal Building  
204 S. Main Street  
South Bend, IN 46601  
Tel: (574)236-8287  
Fax: (574)236-8155  
Internet Address: [clifford.johnson@usdoj.gov](mailto:clifford.johnson@usdoj.gov)

Dated: 7/10/2007

FOR DEFENDANTS Kenrock, Inc., and Frank Lisa

  
Stephen Studer  
Plews Shadley Racher & Braun LLP  
53732 Generations Drive  
South Bend, IN 46635  
Tel: (574) 273-1010  
Fax: (574) 271-2050  
Internet Address: [sastuder@psrb.com](mailto:sastuder@psrb.com)

Dated: July 2, 2007



**DEPARTMENT OF THE ARMY**

DETROIT DISTRICT, CORPS OF ENGINEERS

BOX 1027

DETROIT, MICHIGAN 48231-1027

September 27, 2006

IN REPLY REFER TO

Engineering & Technical Services  
Regulatory Office  
File No. 93-120-004-2

Stephen Studer  
Plews Shadley Racher & Braun  
53732 Generations Drive  
South Bend, Indiana 46635

Dear Mr. Studer:

In a letter dated July 3, 2003, the Corps of Engineers ordered Mr. Frank Lisa to remove unauthorized discharges of fill and/or dredged material from wetlands adjacent to Simonton Lake on property off of County Road 11 in Elkhart, Indiana. Mr. Lisa owns or otherwise has controlling interest in the property in question and was responsible for the unauthorized wetland discharges. Mr. Lisa recently consented to voluntarily restore the filled wetlands by removing the discharged material from the wetlands to an upland location. On June 21, 2006, Don Reinke and John Ritchey of this office met with you and Rob Wolfe on the property in question to establish an upland location wherein Mr. Lisa may dispose of the fill material.

The agreed upon disposal location is approximately 307 feet east of the southeastern corner of the unauthorized wetland discharges, along the roadway providing access to the property from County Road 11. As noted in the attached drawing, a pile of vinyl siding along the roadway marks the disposal location.

We expect Mr. Lisa to completely remove the unauthorized fill and/or dredged material from the wetlands and to redistribute the site's original topsoil in the impacted wetlands, restoring the site to its pre-impact elevations and soils. The site's original topsoil currently resides in three piles on the periphery of the unauthorized discharges.

We have established a December 1, 2006 restoration deadline and expect restoration to be finished by that date. We understand Mr. Lisa is also resolving regulatory issues on his property with the Indiana Department of Environmental Management and that the resolution process could delay his restoration efforts. If such a delay is likely to be realized, you should apprise us of the expected delay at the earliest opportunity. We will revise the restoration deadline as needed *provided we concur with Mr. Lisa's justification for such an extension*. Please note, we desire restoration to be completed as quickly as possible so that the emergence and growth of

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indigenous wetland vegetation may begin with the onset of the spring 2007 growing season—we will not agree to defer restoration until the 2007 growing season.

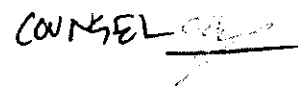
We will make arrangements to inspect the site shortly after restoration is considered complete. At that time, we will direct additional restoration if such work is needed or pronounce the site as restored. Donald Reinke will be your point-of-contact for the resolution of this matter. If you have any questions, please contact Mr. Reinke at the above address or at (313) 226-1322.

Sincerely,



Robert M. Tucker  
Chief, Enforcement Branch  
Regulatory Office

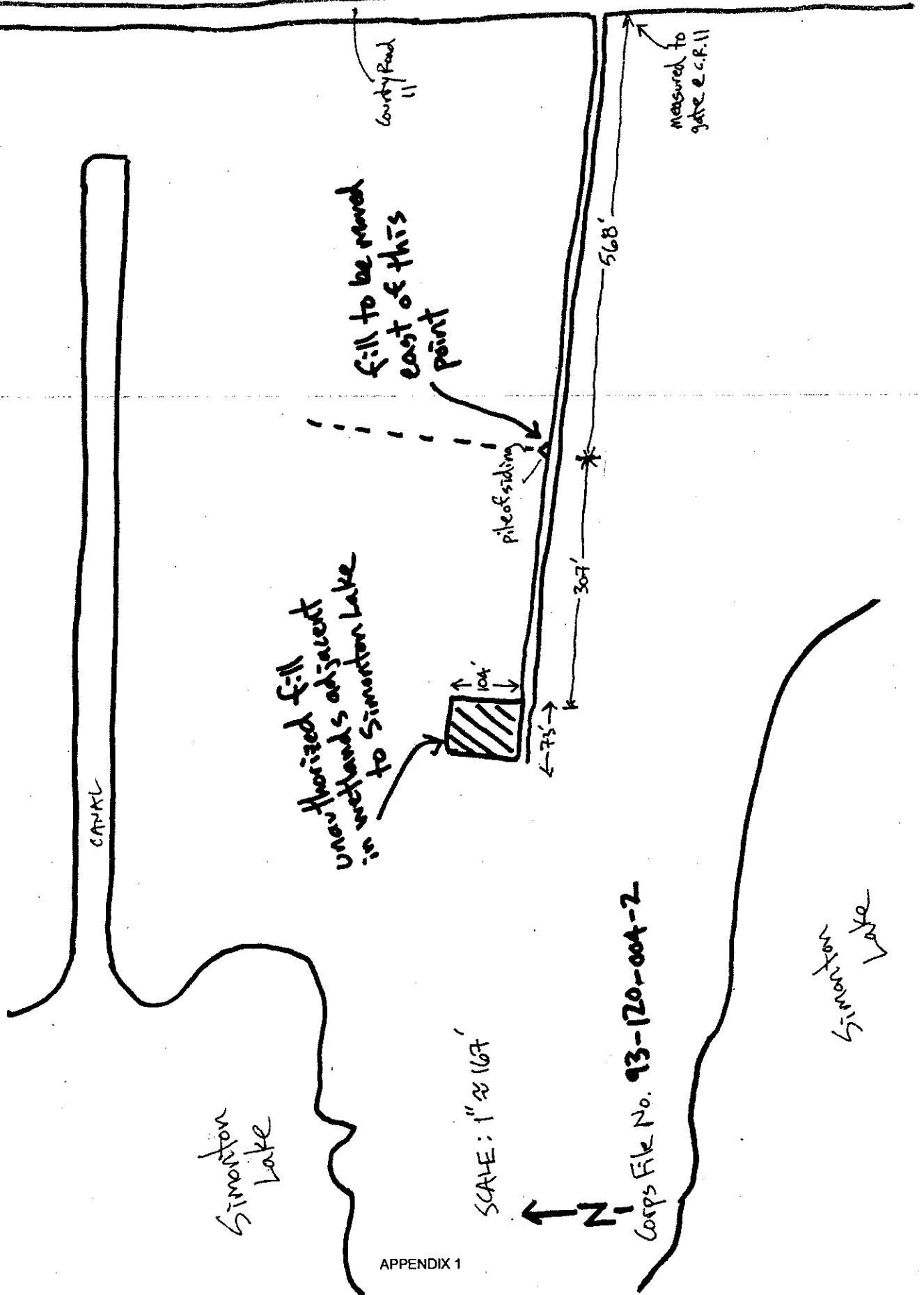




Enclosures

Copies Furnished:

US Attorneys Office  
Frank Lisa  
South Bend Field Office  
IDEM, Lenaham  
IDEM, Elverson  
J.F. New, Wolfe





**DEPARTMENT OF THE ARMY**

DETROIT DISTRICT, CORPS OF ENGINEERS

BOX 1027

DETROIT, MICHIGAN 48231-1027

December 19, 2006

IN REPLY REFER TO

Engineering & Technical Services  
Regulatory Office  
File No. 93-120-004-2

Robert Wolfe  
J. F. New & Associates  
708 Roosevelt Road  
Walkerton, Indiana 46574-1220

Dear Mr. Wolfe:

This letter acknowledges the wetland restoration on property owned or controlled by Mr. Frank Lisa adjacent to Simonton Lake off of County Road 11 in Elkhart, Indiana. On December 14, 2006, John Ritchey from our South Bend Field Office determined the restoration work had been satisfactorily completed per the directive in our September 27, 2006 letter addressed to Stephen Studer.

By this letter, we also wish to remind Mr. Lisa that no discharges of dredged and/or material should occur in these wetlands adjacent to Simonton Lake without having received prior authorization from the Corps of Engineers.

If you have any questions, please contact Donald Reinke at the above address or at (313) 226-1322.

Sincerely,

A handwritten signature in black ink, appearing to be "BT", is written above the typed name of Robert M. Tucker.

Robert M. Tucker  
Chief, Enforcement Branch  
Regulatory Office

REINKE DTR  
COUNSEL/REIMUTS  
*[Signature]*

Copies Furnished:

US Attorneys Office  
Stephen Studer

Frank Lisa  
IDEM, Lenaham

South Bend Field Office  
IDEM, Elverson